United States Court of Appeals

for the Second Circuit

SUPPLEMENTAL APPENDIX

NO. 77-4182

United States Court of Appeals

FOR THE SECOND CIRCUIT

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

v.

YESHIVA UNIVERSITY,

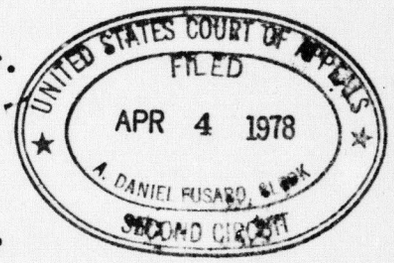
Respondent,

and

YESHIVA UNIVERSITY FACULTY ASSOCIATION

Intervenor.

B P/S



ON APPLICATION FOR ENFORCEMENT OF AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD

SUPPLEMENTAL APPENDIX

Pages 1635 - 1667

ELLIOTT MOORE,
Deputy Associate General Counsel,
National Labor Relations Board.
Washington, D.C. 20570

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I

I N D E X

Additional Excerpt from the Transcript of Testimony in the Proceedings.....1635- 1659

Employer's Exhibit #1.....1660

Employer's Exhibit #146.....1666

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Q Focusing on your actual time as opposed to equivalent time, that is, actual time spent at the university --

A Right.

Q -- what percent of your actual time spent at the university is spent in research?

A Well, this varies enormously. I have had weeks when I have worked 100 hours, 120 hours, and I have had weeks where I worked 30 hours.

I don't think I could really give you --

MR. KRAMER: I would just like to have my question read back because I don't think it --

Q (By Mr. Kramer) We appreciate the difficulty of these estimates, Professor, but I don't think your answer was responsive.

MR. KRAMER: Would you please have the question read back.

HEARING OFFICER: Please read it back, Mr. Reporter.

(Record read.)

MR. SHECTMAN: Could we fix a period of time?

Mr. K ramer, are you referring to an academic year, a semester?

MR. KRAMER: We will take this academic year as a starter.

A Well, -- we will take it as a yearly basis?

Q I am taking this academic year.

A You want what fraction of the academic year?

Q The beginning until now?

A What fraction I have spent in research and what fraction in teaching?

Q In actual time. I am not talking now about equivalent time.

MR.SHECTMAN: Are you referring to teaching in the related duties of committee work, preparation and so forth?

MR. KRAMER: I think the witness can explain the answer to us without being coached.

A Well, I really find it very hard to answer that question. I prepare my lecture notes, for instance, at the weekend.

The lecture notes are teaching. Do I take it into account or don't I take it into account?

Last Saturday I spent eight hours writing lecture notes.

Q Professor, looking at the academic year from the beginning until now --you know what research is, don't you?

A Yes.

Q And you know what teaching is?

A Yes.

Q Teaching would include, would it not, lecturing, preparing the notes for lecturing?

A Right.

you referred to as the ten percent?

Q I think it was pretty clear in the record what you answered to.

Would that ten percent figure be larger than — in other years, or were there other years in which it was larger?

A Well, I would like to know what the ten percent exactly refers to?

HEARING OFFICER: The ten percent —

THE WITNESS: I want to answer it accurately.

HEARING OFFICER: The ten percent had to do with the time you spent supervising, managing, or directing.

THE WITNESS: Supervising?

HEARING OFFICER: Yes.

A It would not have changed much. I make a point of minimizing the amount of that kind of --

Q So that you make a particular point of minimizing that amount of time?

A Yes, because I work in the lab with my hands.

Q I didn't ask you why, I asked you whether you made a point of minimizing it?

A Yes.

Q You do, do you not?

A Yes.

presented the proposal and the budget, it was presented — It was he who took the budget and proposal from me.

Q And did he make any changes that you know of whatsoever to your grant proposal?

A No.

Q So, to the best of your knowledge, he only took that proposal from you and forwarded it to the agency?

A Yes, with cover letter.

MR. SHECTMAN: No further questions.

Q (By Mr. Kramer) By the way, in my concluding question, back to Dr. Patt, were you answering those in terms of your most recent grant proposal -- there have been some -- or, were you answering that in terms of all of the grant proposals that we have talked about here today?

A I think particularly about the most recent proposal.

Q Dr. Lipsicas, let's go back.

A Okay.

Q Referring to your NSF grant and your AEC grant and the renewals thereof, which we have discussed here at length —

A Yes.

Q — have you had discussions with Dr. Patt concerning the budgets for any of those grants or renewal proposals?

A At the stage of proposal —

Q I think the answer is yes or no, Professor.

Have you had the discussion with -- the discussions with him or not?

A Not with regard to proposals.

Q Have you had those discussions with respect to the budgets for those grants?

A Not with respect to the budgets going in with the proposal.

Q Have you had them with respect to budgetary items, whether they go with the proposal or not?

A I have had discussions with the secretary of the --

Q I didn't ask you about the secretary, I asked you about Dr. Patt.

HEARING OFFICER: I think we would get to the point quicker if you ask him what he did discuss with Dr. Patt.

MR. KRAMER: I think I should be allowed to ask my questions my way.

If you would prefer to ask them, Mr. Hearing Officer, you go right ahead.

HEARING OFFICER: Go ahead, Mr.Kramer.

MR. KRAMER: Did you discuss the budget for any of your grant proposals or revised grant proposals or grant renewals, whatever the case may be, with Dr. Patt?

A To the best of my recollection, no.

MR. SHECTMAN: No objection.

HEARING OFFICER: Received.

(Whereupon, Employer's Exhibit 165 was received in evidence.)

MR. KRAMER: 166, please, Mr. Reporter, for identification.

(Whereupon, the above described document was marked as Employer's Exhibit 166 for identification, as of this date.)

Q (By Mr. Kramer) Professor Lipsicas, did the project Nuclear Magnetic Resonance of Hydrogen Gas - Luquid Critical Point take place under your supervision from May 1, 1970 through April 30, 1971?

A There was a contract for that period.

Q And, Professor, I show you Employer's Exhibit 166, marked for identification.

Is this the contract?

(Handing.)

A It appears to be.

Q And once again, that is a contract between the university and the AEC on which your name does not appear; is that correct?

A My name does not appear.

MR. KRAMER: I will offer Employer's Exhibit 166 into evidence at this time.

HEARING OFFICER: Any objection?

MR. SHECTMAN: No objection.

HEARING OFFICER: Received.

(Whereupon, Employer's Exhibit 166 was received in evidence.)

Q (By Mr. Kramer) Now, you told us that a Dr. Joel Gerber, is employed on the National Science Foundation grant during the 1974-75 school year.

Is that correct?

A That's correct.

Q At a salary of $11,000.

Is that correct?

A Yes.

Q Not paid by you.

Is that correct?

A Not paid by me, that's correct.

Q What is Dr. Gerber's background?

A He has a PhD from Tufts University. His thesis work he did at the National Laboratory in Boston.

He is an expert in low temperature techniques. That's his background.

Q Now, in addition to --

A Oh, and he has a PhD from Tufts. I think I said that.

Q And he is a chemist or physics?

A He is a physics.

Q And an expert, I think as you have told us —

A In low temperature techniques, yes.

Q Do you have a Colloquia at your school?

A We do.

Q Do you have Colloquia in chemistry?

A Actually in 1975 we haven't had any.

Q Do you have Colloquia in physics?

A Yes.

Q Do you regularly attend the Colloquia physics Colloquia?

A Not regularly.

Q You don't know whether Dr. Gerber attends because you don't regularly attend, is that correct?

A That's correct.

Q On the occasions when you were there, have you observed Dr. Gerber there?

A Once or twice.

Q How many times have you been there this academic year?

A This academic year?

Q Yes.

A As a guess, I would say six.

Q And he has been there once or two times out of those six?

A That's correct.

Q Would it be correct to state, Professor, that Professor Gerber was engaged -- Dr. Gerber. Correction.

That Dr. Gerber was engaged in scholarly work?

A Yes.

Q He is a Scholar in his own right?

A Yes.

Q And to the best of your knowledge, Professor Lipsicas, he does not possess an appointment at any other school, does he?

A That's correct.

Q Now, do you know a Dr. J. Piatt?

A Yes.

Q He -- has he worked under -- strike that.

Has he worked under the Atomic Energy Commission grant to which we have made reference during this cross examination?

A Contract.

Q Contract?

A Yes.

Q I stand corrected.

Between the university and the Atomic Energy Commission and under your supervision during the 1972-74 period?

A He worked on the project that was funded by that contract, yes.

Q And that was for what period of time, just so that we are clear?

My notes show 1972-73 and 73-74 academic years. Would that be correct?

A No.

He worked with me from '71, October '71 to August '73.

Q Would you tell us his background, Professor?

A He has a PhD from the University of Washington in Seattle. He had worked -- his thesis work was on the low temperature study of Methane. His expertise was partly in magentic resonance and partly in low temperatures.

Q And during the time that he was at the Belfer School, he did not possess a full-time appointment anywhere else, did he?

A That's correct, he didn't have any other appointment other than in my lab, yes.

Q That was his full-time job?

A That was his full-time job.

Q And would you say he is a member of the Physics Profession?

A Yes.

Q And Dr. Gerber is a member of the physics profession, is he not?

A Yes.

Q Now, you were on sabbatical for part of the period that Dr. Piatt was there; is that correct?

A That's correct.

Q But during the time you were there, did you have opportunity to observe him at physics colloquia?

A Occasionally.

Q Now, do you know a Dr. Donald Husa?

A Yes.

Q Is he employed to perform scholarly work under the National Science Foundation grant about which we have had much testimony here today?

A Yes, he was working onthe project that was funded by the National Science Foundation.

Q And during what period of time, as best you can recall, Professor Lipsicas?

A I think it was August '73 -- no; sorry.

It was August '72 to April '73.

Q Hired by you?

A Yes.

Q Professor Gerber was hired by you, was he not?

A That's correct.

Q Professor Piatt was hired --

A I am sorry, these were all doctors, not professors.

Q I am sorry.

Being a layman, the distinction between a professor

and a PhD does distinquish scholarly research slips my mind occasionally.

Was Dr. Gerber hired by you?

A Yes.

Q And Dr. Piatt hired by you?

A Yes.

Q And Dr. Husa hired by you?

A Yes.

Q Did you establish Dr. Husa's salary?

A Yes.

Q Tell him what he would get paid?

A Yes.

Q You could have paid him a little more or a little less, I take it, than the amount of money that had been given to the university under the grant?

A Yes, I can set his pay within the budget that was granted by the agency.

Q As in the case of Dr. Gerber, you set it below by a thousand dollars; is that correct?

A Well, I don't remember in the case of Dr. Husa of where I set it.

Q Would you tell us, as best you recall, what Dr. Husa's background was?

A Yes.

He had a PhD from Ohio State University. He had been a research associate at the — a research associate at

Saclay, which is the French National Atomic Energy Laboratory.

After that time, he had been a research associate at Steven's University. Then he came to me as a research associate.

Q His speciality is physics?

A Physics and low temperature and magnetic resonance.

Q Would it be fair to assert that he is a scholar?

A Yes.

Q A member of the physics profession?

A Yes.

Q And while he was present at Belfer, he was a full-time employed person at Belfer Graduate School of Science?

A He was employed under the contract.

Q Full-time?

A Full-time.

Q He didn't work anywhere else?

A No, he didn't.

Q Do you know a Dr. J. Segal?

A M. Segal.

Q I stand corrected, a Dr. M. Segal.

A Thank you.

Q Is Dr. Segal one of your students?

A Yes.

Q Employed under the National Science Foundation

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grant?

A He was a research assistant as a student, paid out of our National Science Foundation grantt.

Q And when did he get his doctorate?

A In 1970.

Q Now, forget about taht period he was a student, now let's talk about the period 1972-1974.

A Yes.

Q This same Dr. Segal, was he employed under your National Science Foundation grant during that period of time?

A For two months in the summer.

Q Did you hire him, did you not?

A I did.

Q To work as a research associate?

A That's correct.

Q He was no longer a student?

A He was no longer a student.

Q A PhD?

A Yes.

Q In what subject?

A In chemistry.

Q And, of course, a scholar; is that correct?

A It was a continuous — continuation of his thesis.

Q He had his PhD, did he not, at the time he worked

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for you?

A That is correct.

Q So that he had his thesis published and had gotten his PhD?

A And had received his PhD.

Q So that when you hired him for two months in the summer, you were hiring him not as a student but as a research associate?

A As a research associate.

Q And he performed scholarly work during those two months?

A That's correct.

Q Did you pay him out of your own pocket?

A No.

Q The university paid him, didn't they?

A I presume so.

Q And it was full-time work, wasn't it?

A Full-time work.

Q Do you know a Dr. Tom Higgans?

A Yes.

Q Did he work as a research associate under your National Science Foundation grant?

A He did.

Q About when did that take place, Dr. Lipsicas?

A Let me see. December '73 to April, I think, the

end of April '74.

Q Till the end of April when?

A '74.

Q And will you tell us something about Dr. Higgans' background, please?

A He had a PhD from -- what's the name of the university? -- a Catholic University in Washington. He had a post-doctoral research associate with Dr. Goldstein about a year previous to when I hired him.

Q And he worked full-time?

A With me, yes.

Q And he was a professional in his field?

A He was a professional in his field.

Q Doing scholarly work?

A Doing scholarly work.

Q Under a National Science Foundation grant of money to the university?

A Under my --

Q Correct?

A Yes.

Q To the university?

A Well, under the National Science Foundation grant.

Q You have never received a check from the goernment, have you?

A No, no.

Q Now, you told us about Dr. Joel Gerber previously, in that he was working for you under a National Science Foundation grant continuance in 1974-75.

Did he also work for you previous to that?

A No.

Q During 1972-74?

A This is Dr. Gerber?

Q Yes.

A No.

Q You are sure about that?

A I am absolutely sure.

Q Did you know a Dr. Theodore or Ted, he is called, Halpern?

A Yes.

Q And did he work for you under the National Science Foundation grant?

A Yes.

Q When was that, Doctor?

A In the summer of 1974, I believe.

Q Did you hire him?

A I hired him for two months. In the summer.

Q What's his background?

A He has a PhD from one of the German Universities; I don't recall. I think it was Bonn, but I don't recall exactly. He was employed as a research associate on the

Themis contract, how I got to know him, I hired him on the Themis contract.

Q And he did scholarly work for you under the Themis contract?

A That's correct.

Q And under the NSF grant that we are taling about here today?

A That's correct.

Q And you had the authority to hire him?

A I had the authority to hire him, yes.

Q And terminate him?

A Yes, and terminate him.

Q And were responsible for seeing to it that whatever work he performed was done in a scholarly and correct fashion, to the extent those terms apply?

A Again, we worked together.

I don't know how to answer that.

Q You had the authority, did you not, whether he not do the work properly, or not to show up, or to come in drunk, or whatever, to reprimand him and to direct him to do the work properly?

A I think that's correct.

Q That wasn't necessary, but you had the authority, did you not?

A I think that's correct.

Q That is so with respect to all of the people we have been talking about here -- Dr. Gerber, Dr. Husa, Dr. Segal, Dr. Higgans, Dr. Piatt?

A I presume so, yes.

Q All people on the university payroll?

A I --

Q Correct?

A Well, all people paid out of the grants, or contracts.

Q Not paid by you?

A Not paid by me.

Q Paid by the university?

A Yes.

Q Operating under grants given to the university by the government?

A Well, this seems to be a mutual point.

All I know about these grants is --

Q Is what you read in the papers, yes.

MR. SHECTMAN: I am going to object now.

MR. KRAMER: I am going to withdraw the question.

Q (By Mr. Kramer) Do you know a Dr. Tom -- I withdraw the question.

You have referred to a Dr. Higgans here previously?

A Yes.

Q As having worked under the National Science Foundation grant that you manage.

Did he also work under the Atomic Energy Commission grant that you manage?

A Well, that is possible.

I'd have to look at my records.

Q You don't recall one way or the other; is that correct?

A Yes.

Is it possible to explain?

Q No. If you don't recall, you don't recall.

A I don't recall.

Q I am not asking you to recall things you don't recall.

A Then I don't recall.

Q Did Dr. Piatt engage in research under the Atomic Energy Commission grant?

A I would have to check my records as to which he was paid for.

Q And you are not sure now?

A I couldn't swear to it.

Q As to which grant --

A I can swear to Dr. Gerber only -- because I only have one grant.

Q How long has Dr. Piatt worked under grants that you have managed, be they Atomic Energy or National Science Foundation?

A He worked two years, from October -- well, I gave you the answer before -- October '71 to August '73.

Q Did Dr. Ginsberg work under your Atomic Energy grant in 1971-72?

A No.

This was a student, Neil Ginsberg.

Q Did he have a doctorate degree?

A No.

He was a undergraduate school.

Q You recall no Dr. Ginsberg with a --

A Neil Ginsberg was under -- was a undergraduate student.

Q Do -- you recall no Dr. Ginsberg, a researeh associate is that correct?

A No.

There was a Neil Ginsberg who was a undergraduate student.

Q Be that as it may, you recall no Dr. Ginsberg --

A No, Dr. Ginsberg.

Q -- a research associate, is that correct?

A That's correct.

Q Now, Dr. Halpern worked under your supervision, did he not?

A As I explained to you, he worked with me.

Q It's a fact, is it not, that Dr. Halpern has taught

a course in the Physics Department?

A Not while he was working with me.

Q Tell me when he did teach the course, Professor Lipsicas, approximately?

I just want your memory on the subject, Professor?

A Let me see. He was teaching a course in the Physics Department sometime previously to when he worked during the summer with me.

Q And there is nothing to prevent any of these research associates from being asked to and in fact teaching a course at the Belfer School, is there?

A To prevent --

MR.SHECTMAN: Could I hear the question back?

HEARING OFFICER: Read the question, please, Mr. Reporter.

(Record read.)

MR. SHECTMAN: What is the basis for that question?

MR. KRAMER: He just told us that Professor Halpern -- correction --

THE WITNESS: Dr. Halpern.

MR. KRAMER: -- though now I really wonder about the distinction -- taught a course prior to working the summer for him on the research -- you know, under his supervision on the research grant question.

MR. SHECTMAN: But he said he did not teach a course while he was working with Professor Halpern.

MR. KRAMER: Fine.

I understand that.

But he has been at the school since 1966.

THE WITNESS: That's not true.

Q (By Mr. Kramer) Since, when?

A He has been at the school since the Themis contract.

Q No, you have been at the school Professor, since I believe 1966?

A Oh, I am sorry.

Q And, therefore, I think you are in a position to answer that question.

HEARING OFFICER: If you know the answer to the question, please answer it.

THE WITNESS: Well, could you repeat the question again, please?

HEARING OFFICER: Read the question back one more time, please, Mr. Reporter.

(Record read.)

MR. SHECTMAN: Mr. Hearing Officer, if I understand this question, in light of your prior ruling this morning, counsel for the university is asking in actual practice at the university now, is he not?

MR. KRAMER: I am asking him from his experience, is there anything to prevent him from doing it.

MR. SHECTMAN: Well, if there is anything to prevent

him, it would be in some kind of guide lines.

MR. KRAMER: Not necessarily.

A Well, it doesn't come under my competence whether a man is eligible for teaching or not.

Q In other words, there is nothing to prevent these people from teaching, is there?

A I don't know. It's not my competence to decide whether they can or can't teach.

Q Do you know Dr. Trenzi?

A Yes.

Q I believe you referred to him on direct examination.

A Yes, That's correct.

Q What is his background?

A He was a member of the faculty at the University of Sardinia. He came to this country on a Fulbright-Hayes travel award.

He worked as a research associate on my NSF frant in 1970-71.

Q You hired him, did you not?

A I hired him.

Q What is his field of competence?

A Magnetic resonance.

Q And he did scholarly work?

A Yes.

Q At Belfer School?

A Yes.

Q Under your grant?

A Yes.

Q And you supervised him?

A He worked with me.

Q Do you know a Dr. Merry?

A Yes.

Q What is Dr. Merry's field of competence?

A He is an expert in Antiofero Magnetic Resonance.

Q And was he employed to do research pursuant to the NSF grant?

A It was either NSF or the AEC.

Q And you hired him did you not?

A I did.

Q And what kind of research did he do?

A He did magnetic resonance research work.

Q Do you consider him a professional in his field?

A Yes.

Q And a scholar?

A Yes.

Q And that would also be with respect to Dr. Arenzi, would it not?

A Yes.

Q Now, you know a Dr. Howard Fine?

A Correct.

Q Professor, did Dr. Fine perform research at the

Adopted December 15, 1971

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Employee's Ex #1

YESHIVA UNIVERSITY. An application having been made by and on behalf of the trustees of Yeshiva University, New York, for an amendment of its charter in its entirety, it was

Voted, That the charter (certificate of incorporation) of Yeshiva University, New York, which was duly incorporated as a membership corporation under the laws of the State of New York on March 20, 1897, under the name of The Rabbi Isaac Elchanan Theological Seminary Association, such charter having been amended from time to time by the Board of Regents, in various respects, be and the same hereby is amended, in its entirety, to read as follows:

1. This corporation, incorporated as The Rabbi Isaac Elchanan Theological Seminary Association under the Membership Corporations Law of the State of New York on March 20, 1897, the name of which was subsequently changed by the Regents of the University of the State of New York to Yeshiva University, is hereby continued as an educational corporation under the Education Law of the State of New York, and with all of its previous powers and privileges, as herein restated or modified.

2. The property and estate of Yeshiva University are vested in, and all of its rights, powers and privileges shall be exercised by its board of trustees, consisting of not less than 5 nor more than 25 trustees, elected from time to time by the board of trustees. The number of trustees, their qualifications and divisions into classes, shall be fixed from time to time by bylaws of the corporation adopted and amended from time to time by the board of trustees. Trustees shall be elected for such terms of office as will result in the terms of

one-third of their number expiring annually. Trustees whose terms expire shall be eligible for re-election, if qualified.

3. Members of the board of trustees of Yeshiva University who are in office at the time this amended charter takes effect shall continue in office as trustees under the provisions hereof until the expiration of the terms of office for which they were originally elected, and the officers of said University shall continue in office under the provisions hereof until the expiration of the terms of office for which they were originally elected.

4. The bylaws of the corporation may provide for the appointment of honorary trustees with such powers, except the right to vote, as may be designated.

5. The principal office and location of Yeshiva University shall be the city, county and State of New York.

6. The bylaws of the corporation may provide for the election of an executive committee of the board of trustees to transact, in intervals between meetings of the Board, such business as the bylaws may authorize, pursuant to law.

7. At least one-third of the trustees then in office shall be present at a meeting to constitute a quorum for the transaction of business.

8. Persons of every religious denomination shall be equally eligible to offices and appointments.

9. Yeshiva University is and continues to be organized and operated exclusively for educational purposes, and no part of the net earnings of the corporation shall inure to the benefit of any individual; and no officer, member or employee of the corporation shall receive or be entitled to receive any pecuniary profit from the operations thereof, except reasonable compensation for services.

10. Yeshiva University shall confer such degrees and honors authorized by the Regents of the University of the State of New York at the time this amended charter takes effect, and in testimony thereof give suitable certificates and diplomas under its seal; and every certificate and diploma so granted shall entitle the conferee to all privileges and immunities which by usage or statute are allowed for similar certificates and diplomas of corresponding grade granted by any institution of learning. The degrees and honors so authorized by the Regents in the order of their grant to Yeshiva University and which the corporation is authorized to confer under this amended charter, are as follows:

Degree of Doctor of Hebrew Literature (D.H.L.);

Degrees of Bachelor of Arts (A.B. or B.A.) and Bachelor of Science (B.S.);

Degrees of Doctor of Humane Letters (L.H.D.) and Doctor of Laws (LL.D.), honoris causa;

Degree of Doctor of Divinity (D.D.), honoris causa;

Degrees of Bachelor of Hebrew Literature (B.H.L.), Master of Hebrew Literature (M.H.L.), Bachelor of Religious Education (B.R.E.), Master of Religious Education (M.R.E.), Master of Science (M.S.) and Doctor of Philosophy (Ph.D.);

Degrees of Doctor of Medicine (M.D.) and

Degrees of Master of Art (A.M. or M.A.) and Doctor of Education (Ed.D.)

Degree of Master of Social Work (M.S.W.);

Degrees of Associate in Arts (A.A.), Doctor of Religious Education (D.R.E.) and the honorary degrees of Doctor of Hebrew Letters (D.H.Litt.), Doctor of Science (Sc.D.) and Doctor of Pedagogy (Pd.D.).

The foregoing degrees and honors shall be conferred by Yeshiva University in conformity with the Rules of the Board of Regents of the University of the State of New York and the Regulations of the Commissioner of Education of the State of New York for the registration of institutions of higher learning. Yeshiva University may also grant to its students and to its graduates diplomas or honorary testimonials in such form as it may designate.

11. The board of trustees shall have power to appoint its own officers and all the officers of the corporation, to establish bylaws not contravening the laws or Constitution of this State or of the United States, and to expel any of its members for a violation thereof. The bylaws of the corporation in effect at the time of the adoption of this amended charter shall thereafter continue to be effective as the bylaws of the corporation until amended or rescinded by action of the board of trustees.

12. All the real and personal estate, and all interest in any real or personal property or estate of every name and nature whatsoever and wheresoever the same may be, which is now vested in Yeshiva University, as now constituted and organized, is hereby confirmed to and vested

forever in Yeshiva University, for the sole use and benefit of said University, and it shall be lawful to and for the said University, to buy, grant, bargain, sell, lease or demise, mortgage, improve, use and dispose of any or all of its real and personal property in such manner as to the board of trustees shall deem advisable for the best interests of the institution. It shall also be lawful for the said University, without limitation, to take and hold by gift, grant, devise or bequest, in its own right, or in trust for the purpose specified, any and all real and personal property.

13. The corporation may acquire, establish and operate such hospitals, dispensaries and clinics as may be necessary or desirable in connection with the operation of the corporation's college of medicine, and may render thereat and elsewhere such medical and dental services as may be lawful.

14. The board of trustees of Yeshiva University may, from time to time, whenever it may deem it advisable, and in the best interests of the corporation, to set up separate administrative units for any one or more of the colleges, schools, institutes, hospitals, dispensaries and clinics, or other divisions of Yeshiva University, and may designate such administrative units by appropriate names. Each such administrative unit so designated shall have a board of overseers or other managing board, which shall execute with respect thereto such authority and policies as shall be delegated to it from time to time by the board of trustees of said University, in a manner consistent with law and in

conformity with the powers and authorization granted to the University by the Board of Regents for and on behalf of the State Education Department.

15. In addition to the rights, powers and privileges granted in this charter, Yeshiva University shall have all the rights, powers and privileges of corporations created by the Regents of the State of New York, and its trustees shall have all the rights, powers and privileges of trustees of such corporation.

16. The Commissioner of Education is designated as the representative of the corporation upon whom process in any action or proceeding against it may be served.

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CURRICULUM RESEARCH and DEVELOPMENT CENTER in MENTAL RETARDATION

F.G.S. Yeshiva University
55 Fifth Avenue, New York, New York 10003

CONTINUATION PROPOSAL

JANUARY 1-AUGUST 31 1975

1667

Application for Continuation (January 1, 1975 - August 31, 1975)

Title: Curriculum Research and Development Center in Mental Retardation

Applicant Organization:

Yeshiva University
55 Fifth Avenue
New York, New York 10003

Initiator: Herbert Goldstein

Herbert Goldstein, Director
Curriculum Research and Development Center in Mental Retardation
Yeshiva University
55 Fifth Avenue
New York, New York 10003
212-255-5600 Ext. 441-2

Name, Title, Address of Official Signing for Applicant Organization Joseph B. Gittler

Joseph B. Gittler, Dean
Ferkauf Graduate School of Humanities and Social Sciences
Yeshiva University
55 Fifth Avenue
New York, New York 10003
212-255-5600 Ext. 481

Name, Title, Address of Financial Officer:

Sheldon Socol, Vice-President
Business Affairs
Yeshiva University
185 Street & Amsterdam Avenue
New York, New York 10033
212-568-8400 Ext. 396

Duration of Activity:

January 1, 1975 - August 31, 1975

Total Federal Funds Requested: $590,021.00

Date Transmitted: November 29, 1974